

MEMBER RELEASE AND INDEMNITY AGREEMENT

I acknowledge that I am over eighteen years of age, of sound mind, and capable of making this agreement. I am a member of a Stewards of the Wild (“SOTW”) chapter of the Texas Parks & Wildlife Foundation, Inc. (“TPWF”), a not for profit corporation organized and existing under the laws of the State of Texas. In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

I acknowledge and agree that, from time to time, SOTW and/or TPWF hold various social and/or fundraising events, including, but not limited to social gatherings, camping trips, hiking trips, sport shooting events, water sport events, hunting trips, various types of outdoor activities and other events planned by the SOTW and/or TPWF (the “Activities”). I further acknowledge and agree that participating in or volunteering for the Activities are potentially hazardous activities, which could cause injury or death.

I further acknowledge and agree that I will not participate in the Activities unless I am medically able and, where applicable, properly trained and, by my signature, I certify that I am medically able to perform all activities associated with the Activities and am in good health.

I further agree to abide by all rules established by SOTW, TPWF or their agents for participation in the Activities, including the right of SOTW, TPWF or their agents to deny or suspend my participating for any reason whatsoever.

I hereby give permission for TPWF, SOTW and/or its affiliates and partner organizations to contact me via email, social media, direct mail, text message, phone calls or other forms of communication. I understand I may rescind this permission via written notice to TPWF and/or SOTW and partner organizations.

I assume all risks associated with being a member of SOTW and with participating in the Activities, which may include: falls; contact with other participants; weather, including high heat and/or humidity, cold or damaging storms, winds or tornadic activity; dangerous conditions existing at the venue for the Activities, whether known or unknown; drowning; wild animals and others. I understand that a complete listing of potential risks is impossible, and agree to assume the risk of all dangers, whether or not listed herein.

Having read this Release and Indemnity Agreement, and in consideration of your accepting my membership, I, for myself and anyone entitled to act on my behalf, waive and release SOTW, TPWF, their agents, attorneys, officers, directors, shareholders, employees, assigns, predecessors and successors, or any of them, from any and all claims, rights, demands, debts, liabilities, controversies, or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever that arise out of or relate to the Activities. **I FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE APPLIES EVEN WHEN MY INJURIES ARISE AS A RESULT OF THE NEGLIGENCE OF THE PARTIES RELEASED HEREIN.** Further, I agree to indemnify and hold

harmless SOTW, TPWF or any of them for any third-party claim asserted by or through me arising out of or related to the Activities.